

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NRT BUS, INC.,
Employer

and

Case 01-RC-292628

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 170
Petitioner

ORDER

The Employer's request for review of the Regional Director's determination to convert the manual election to a mail-ballot election is denied as it raises no substantial issues warranting review.

Contrary to the Employer, the issue here is not whether the Regional Director abused her discretion, under *Aspirus Keweenaw*, 370 NLRB No. 45 (2020), by converting the manual election to a mail-ballot election. Although the parties entered into a Stipulated Election Agreement providing for a manual election, the agreement also provided that:

The Regional Director has and retains full and complete discretion to determine whether it is unsafe, for any reason, to conduct a manual election on the stipulated date. If the Regional Director determines, after consultations with the parties, that it is unsafe to conduct a manual election on the scheduled date, the Regional Director may exercise their discretion to reschedule the date, time, place of the election and/or manner of election, including converting the election to a mail ballot.

"The Board has long held that election agreements are 'contracts,' binding on the parties that executed them." *T & L Leasing*, 318 NLRB 324, 325 (1995). The Board will enforce election agreements "provided their terms are clear, unambiguous, and do not contravene express statutory exclusions or established Board policy." *Id.*

The Employer does not contend that this rescheduling provision is ambiguous, nor could it: the provision clearly gives the Regional Director "full and complete discretion" to determine that it would be "unsafe" to conduct a manual election "for any reason" and gives the Regional Director the discretion to change the election type upon making such a determination. Nothing in this provision contravenes the Act, which—aside from providing for elections to be conducted by secret ballot—does not discuss the manner in which elections are to be conducted. Finally, although it is possible that a mail-ballot election would not have been warranted had the issue been litigated, this circumstance alone does not demonstrate that the rescheduling provision is

contrary to established Board precedent. Cf. *Otis Hospital*, 219 NLRB 164, 165 (1975) (“[A] stipulated unit which does not comport with the standards announced in contested cases will not be cast aside solely because it designates a unit we might find inappropriate had resolution of the issue not been agreed upon by the parties.”). For the Board to review the stipulation *de novo* and make its own findings now would “undercut[] the very agreement which served as the basis for conducting the election.” *Tribune Co.*, 190 NLRB 398, 398 (1971). In the absence of any argument or indication that the Regional Director otherwise breached or misapplied this agreed-upon provision, we will hold the parties to it.

JOHN F. RING,	MEMBER
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GWYNNE A. WILCOX,	MEMBER
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DAVID M. PROUTY,	MEMBER
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Dated, Washington, D.C., May 12, 2022.